

Taylor, Morell & Gitomer

February 3, 1993

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RECORDATION NO. 8535-10 FILED 1425

FEB 3 1993 2-50 PM

Honorable Sidney L. Strickland
Secretary
Interstate Commerce Commission
Washington, DC 20423

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8535-F FILED 1425

FEB 3 1993 2-50 PM

Dear Secretary Strickland:

INTERSTATE COMMERCE COMMISSION

I have enclosed two originals of the two documents described below, to be recorded pursuant to 49 U.S.C. 11303.

The documents are an Assignment and Assumption Agreement, a secondary document, dated as of January 30, 1990, and an Instrument of Satisfaction and Release, a secondary document, dated as of June 1, 1992. The primary document to which these are connected is recorded under Recordation No. 8535. We request that these documents be recorded under Recordation Nos. 8535-~~P~~ and 8535-~~G~~.

The names and addresses of the parties to the Assignment and Assumption Agreement are as follows:

Assignor:

J. P. Morgan Interfunding Corp.
23 Wall Street
New York, NY 10015

Assignee:

GATX Capital Corporation
Four Embarcadero Center
Suite 2200
San Francisco, CA 94111

The names and addresses of the parties to the Instrument of Satisfaction and Release are as follows:

Agent:

Bank of America National Trust and Savings Association, as
successor to Security Pacific National Bank, successor
to Mellon Bank, N.A., successor to Girard Trust Bank
Corporate Trust Administration
600 Wilshire Boulevard, 5th Floor
Los Angeles, CA 90017

Conrad Taylor

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Vendee:

GATX Capital Corporation
Four Embarcadero Center
Suite 2200
San Francisco, CA 94111

A description of the equipment covered by the documents consists of 26 General Motors GP38-2 diesel-electric locomotives numbered MP 2264-2289, inclusive (previously numbered CRIP 4326-4351, inclusive).

A fee of \$32.00 is enclosed. Please return a copy of each original to:

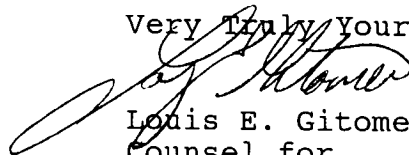
Louis E. Gitomer
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919 18th Street, N.W.
Washington, DC 20006

A short summary of the documents to appear in the index follows:

An Assignment and Assumption Agreement, dated as of January 30, 1990, between J.P. Morgan Interfunding Corp., 23 Wall Street, New York, NY 10015, and GATX Capital Corporation, Four Embarcadero Center, Suite 2200, San Francisco, CA 94111, covering 26 GP38-2 diesel-electric locomotives numbered MP 2264-2289, inclusive (previously numbered CRIP 4326-4351, inclusive).

An Instrument of Satisfaction and Release, dated as of June 1, 1992, between Bank of America National Trust and Savings Association, 600 Wilshire Boulevard, 5th Floor, Los Angeles, CA 90017, and GATX Capital Corporation, Four Embarcadero Center, Suite 2200, San Francisco, CA 94111, covering 26 GP38-2 diesel-electric locomotives numbered MP 2264-2289, inclusive (previously numbered CRIP 4326-4351, inclusive).

Very Truly Yours,



Louis E. Gitomer
Counsel for
GATX Capital Corporation

Enclosures

FEB 3 1993 2-5 0 PM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION AND RELEASE dated as of June 1, 1992 by and between GATX CAPITAL CORPORATION, a Delaware corporation (as successor to J. P. Morgan Interfunding Corp.) ("GATX"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (as successor to Security Pacific National Bank, a National Banking Association, successor to Mellon Bank, N.A., successor to Girard Trust Bank) in its capacity as agent under the Operative Documents ("Agent").

W I T N E S S E T H

WHEREAS, by a Conditional Sale Agreement, dated as of October 8, 1976 (the "Conditional Sale Agreement"), by and between General Motors Corporation (Electro-Motive Division) (the "Builder") and GATX, as Vendee ("Vendee"), the Builder agreed to construct, sell and deliver to the Vendee, on the terms and conditions therein set forth, twenty-six (26) GM Model GP38-2 diesel-electric locomotives bearing the road numbers 4326 through 4351, inclusive, (the "Equipment").

WHEREAS, by an Agreement and Assignment, dated as of October 8, 1976 (the "Assignment"), the Builder sold, assigned, transferred and set over to Agent, its successors and assigns, all Builder's right, title interest in and to the Equipment and the Conditional Sale Agreement.

WHEREAS, by the Lease of Railroad Equipment, dated as of October 8, 1976 (the "Lease"), between Missouri Pacific Railroad Company (as successor to the Chicago, Rock Island and Pacific Railroad Company) (the "Railroad"), as Lessee, and Vendee, as Lessor, the Railroad agreed to lease the Equipment from Vendee.

WHEREAS, by a Lease Assignment, dated as of October 8, 1976 ("Lease Assignment"), by and between Vendee and the Agent, the Lease (as hereinafter defined) was assigned as security to the Agent.

WHEREAS, the parties wish to release the Conditional Sale Agreement and the Assignment as further described below.

WHEREAS, the following documents ("Operative Documents") were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on the dates indicated:

| | <u>Document</u> | <u>Recordation Number</u> | <u>Recordation Date</u> | <u>Time</u> |
|----|---|-------------------------------|-----------------------------|-------------|
| 1. | Conditional Sale Agreement | 8535 | 10/27/76 | 1:00 p.m. |
| 2. | Agreement and Assignment | 8535A | 10/27/76 | 1:00 p.m. |
| 3. | Lease Assignment | 8535B | 10/27/76 | 1:00 p.m. |
| 4. | Supplement No. 1 to Conditional Sale Agreement | 8535C | 08/04/81 | 2:45 p.m. |

NOW, THEREFORE, in consideration of the payment in full of the indebtedness under the Conditional Sale Agreement, Agent hereby (i) acknowledges satisfaction of all payments, covenants and conditions required of Vendee under the Operative Documents to which it is a party, (2) transfers and assigns to Vendee all of Agent's right, title and interest in and to the Equipment, including any additions and substitutions thereto, "as-is", "where-is" without representation or warranty, express or implied, and (3) releases all its interest in the Equipment.

This instrument may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Vendee and Agent have caused this instrument to be signed in their respective corporate names and attested by their respective officers as of the day and year first above written.

GATX CAPITAL CORPORATION

By: Thomas P. Noak
Its: VICE PRESIDENT

ATTEST: [Signature]
Assistant Secretary

BANK OF AMERICA NATIONAL TRUST AND SAVINGS
ASSOCIATION, as Agent

By: [Signature]
Its: Vice President

ATTEST: [Signature]
Assistant Secretary

STATE OF CALIFORNIA

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) ss.

COUNTY OF SAN FRANCISCO

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On February 2, 1993, before me Julie A. Cross, the undersigned Notary Public, personally appeared Thomas C. Nord, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as Vice President of GATX Capital Corporation and acknowledged that he executed it.

Witness my hand and official seal.



Julie A. Cross
Notary Public

STATE OF CALIFORNIA

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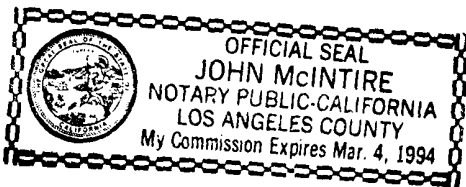
) ss.

COUNTY OF LOS ANGELES

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On January 28, 1993, before me _____, the undersigned Notary Public, personally appeared Mireya Gonzalez, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as Vice President of Bank of America National Trust and Savings Association and acknowledged that she executed it.

Witness my hand and official seal.



John McIntire
Notary Public